Case 4:13-cv-00015-SWW Document 1 Filed 01/09/13 Page, 1

JAMES W. IN THE UNITED STATES DISTRICT COURT By: EASTERN DISTRICT OF ARKANSAS

METT-T, LLC

PLAINTIF

VS.

CASE NO. 4:13 CV 15- Sweet

MARYLAND CASUALTY COMPANY

This case assigned to District

Defendant, Maryland Casualty Company, in support of its Notice of Removal of the above-captioned action to the United States District Court for the Eastern District of Arkansas from the Circuit Court of Pulaski County, Arkansas, respectfully submits that:

- On or about December 14, 2012, Plaintiff filed a Summons and Complaint in the 1. action captioned METT-T, LLC v. Maryland Casualty Company, Case No. 60-CV-12-5978 in the Circuit Court of Pulaski County. Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons and Complaint are attached hereto as "Exhibit A."
- This Notice of Removal is being filed within the time period required by 28 2. U.S.C. § 1446(b).
- 3. Upon information and belief, at the time of the commencement of this action and through the present time, Plaintiff, METT-T, LLC, is organized in Pulaski County, Arkansas, and is headquartered in the State of Arkansas.
- 4. Defendant, Maryland Casualty Company is an Illinois corporation with its principle place of business located in the State of Illinois.
- As indicated by the "Wherefore" clause contained and set forth therein, Plaintiff 5. intends to seek compensatory and other damages totaling an amount in excess of the minimum jurisdictional requirements for federal court. Accordingly, Plaintiff's Complaint establishes that

the amount in controversy in this action, exclusive of interest and costs, exceeds the sum or value

of \$75,000.

6. Accordingly, this Court has original jurisdiction over this action pursuant to 28

U.S.C. § 1332 in that this action is civil in nature; the matter in controversy exceeds the sum or

value of \$75,000, exclusive of interest and costs; and diversity of citizenship exists between the

parties.

7. Removal of this case is proper pursuant to 28 U.S.C. § 1441(a) because the court

has original federal jurisdiction pursuant to 28 U.S.C. § 1332, and it is an action of a civil nature

founded on a claim between parties of different states.

8. Written notice of the filing of the Notice of Removal will be given to the adverse

party as required by law.

9. Pursuant to 28 U.S.C. §1446(d), a copy of the Notice of Removal is being served

on the Plaintiff and filed with the Circuit Court of Pulaski County.

WHEREFORE, Defendant respectfully removes this action from the Circuit Court of

Pulaski County to the United States District Court for the Eastern District of Arkansas, pursuant

to 28 U.S.C. §1332 and 28 U.S.C. §1441.

Respectfully submitted,

MITCHELL, WILLIAMS, SELIG,

GATES & WOODYARD, P.L.L.C.

425 West Capitol Avenue, Suite 1800

Little Rock, AR 72201

(501) 688-8800

Stuart P. Miller

AR Bar No. 88137

Attorney for Defendant

2

CERTIFICATE OF SERVICE

I, Stuart P. Miller, hereby certify that a true and correct copy of the above and foregoing was served on the following, via U.S. Mail, postage prepaid, this **7**th day of January, 2013:

Chris H. Stewart Stewart Law Firm 904 Garland Street Little Rock, AR 72201

Stuart P. Miller

ELECTRONICALLY FILED 2012-Dec-14 13:28:10 60CV-12-5978

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS _DIVISION

		PLAINTIFF
METT-T, LLC		
	CASE NO.	
VS.		DEFENDANT
	THE GOMBANY	

MARYLAND CASUALTY COMPANY

COMPLAINT

COMES NOW, Mett-T, by and through his attorney, the Stewart Law Firm, and for his Complaint against Maryland Casualty Company states as follows:

- The Plaintiff is an LLC organized in Pulaski County, Arkansas. 1.
- The Defendant is an insurance company doing business in Arkansas and contracting with Arkansas residents. The Defendant's principle place of business is located at 1400 American Lane, Schaumburg, IL 60196.
- This Court has jurisdiction of the parties and subject matter herein, and venue is proper in Pulaski County.

FACTS

- That at all times relevant to the facts of this Complaint the Plaintiff was a holder of a commercial property and general liability insurance policy purchased from the Defendant with policy number PAS 04785384. Please see Exhibit A.
 - The Plaintiff had insurance coverage for commercial property and general 5.
 - The Plaintiff had paid all premiums and had a valid contract with the Defendant liability. 6. for insurance coverage.
 - On July 7, 2012, the Plaintiff suffered a loss at its retail location when one of its 7.

trailers was stolen which was loaded with retail products.

- 8. The items in the trailers included retail items: Please see Exhibit B.
- 9. The retail value of the items totaled \$33,884.68.
- The retail value of the Assault
 The Plaintiff suffered a loss of sales by not being able to sell those items.
- 11. The Plaintiff submitted a claim to the Defendant to cover the loss.
- 11. The Plaintiff submitted a state of the Plaintiff's loss.

 12. As of December 14, 2012, the Defendant has not covered the Plaintiff's loss.

BREACH OF CONTRACT

- 13. Plaintiff restates and reasserts each and every allegation from the preceding paragraphs.
 - 14. The Plaintiff's first cause of action is for breach of contract.
- 14. The Plaintiff's first cause of the life of the lif
- 16. At the time of the accident the Plaintiff had paid all premiums and had a valid contract with the Defendant for insurance coverage.
 - 17. The Plaintiff has suffered damages.

BAD FAITH

- 18. Plaintiff restates and reasserts each and every allegation from the preceding paragraphs.
 - 19. The Defendants have not covered the Plaintiff loss in bad faith.
- 20. That the Defendant's misconduct was dishonest, malicious, and oppressive without a good faith defense, to avoid liability on the claim resulting from the injuries suffered by the Plaintiff at no fault of his own.

- 21. That the Defendant's actions constitute the tort of bad faith. See generally Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Mickles, 148 S.W. 3d 768, 85 Ark. App. 188 (2004). Under Arkansas Cincinnati Life Ins. Co. v. Swaim, 338 Ark. 49, 1999 Ark. LEXIS 308 (Ark., June 10, 1999), Opinion delivered (2004).
 - 22. The Defendant has affirmatively engaged in dishonest, malicious, or oppressive conduct in order to avoid a just obligation to its insured. Therefore, the Defendants have committed bad faith and the Plaintiff has suffered damages.
 - 23. That the Plaintiff has been damaged by the actions proximately caused by the Defendant.

DAMAGES

- 24. Plaintiff restates and reasserts each and every allegation from the preceding
- paragraphs.

 25. That as a result of the Defendant's bad faith and breach of contract, the Plaintiff has sustained damages.
- 26. That the Plaintiff is entitled to an additional twelve percent (12%) of his compensatory damages under A.C.A. § 23-79-208.
- 27. That the Plaintiff is entitled to a reasonable attorney's fee under A.C.A. § 23-79-208.
 - 28. That the Defendant should be assessed punitive damages for their bad faith tort.
- That the Derendant should be a should be a

The Plaintiff requests a jury trial.

WHEREFORE, Plaintiffs pray this Court award him damages for the claims of breach of contract and bad faith against the Defendant in the form of compensatory, special and punitive damages for his attorney's fees and costs in amounts of more than \$75,000.00, and for all other just and equitable relief to which he may be entitled.

RESPECTFULLY SUBMITTED

Chris H. Stewart (AR Bar No. 03-222)

Attorney for Plaintiff

STEWART LAW FIRM

904 Garland Street

Little Rock, AR 72201

(501) 353-1364

(501) 353-1263 (fax)

Email: arklaw@comcast.net



MARYLAND CASUALTY COMPANY

ADMINISTRATIVE OFFICES 1400 AMERICAN LANE SCHAUMBURG, ILLINOIS 60 196

PRECISION PORTFOLIO POLICY

For

METT-T AARON FARMER 708 TOWNE OAKS DRIVE LITTLE ROCK AR 72227

CHEROKEE CAPITAL, INC. DBA HOBSON INSURANCE PO BOX 251 HOBSON MT 59452-0251

In witness whereof, the Company has executed this policy and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative.

Maney D. Mueller

Secretary

20187

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
0	PAS 04785384	02397386	M020027084-001-00001	NONE
BRANCH	27 ARIZONA OFFICE		R	ENEWAL EFF 06/01/2012

20169



MARYLAND CASUALTY COMPANY COMMON POLICY DECLARATIONS PRECISION AMERICA RETAIL PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS

METT-T AARON FARMER 708 TOWNE OAKS ORIVE LITTLE ROCK AR 72227

BRANCH NAME AND SERVICING ADDRESS

ARIZONA OFFICE P.O. BOX 10197 JACKSONVILLE, FL 32247-0197 AGENCY NAME AND SERVICING ADDRESS

CHEROKEE CAPITAL, INC. DBA HOBSON INSURANCE PO BOX 251 HOBSON MT 59452-0251 (406) 423-5428

POLICY PERIOD

FROM 06/01/2012 12:01 am

06/01/2013 12:01 A.M.

Standard Time At Your Mailing Address Shown Above

BUSINESS ENTITY: CORPORATION

BUSINESS DESCRIPTION: SPORTING GOODS

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

PREMIUM

CONDIERCIAL PROPERTY AND GENERAL LIABILITY

\$ 4,350.00

PREMIUM SIZE CREDIT \$ 89.00-TERRORISM PREMIUM \$ 87.00 TOTAL ANNUAL PREMIUM \$ 4,348.00

Countersigned by

Authorized Representative

Date

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04/26/2012

COMMON

INSURED'S COPY

U-CL-D-100-A CW (06-04)

	BIL	POLICY NUMBER	PROCUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
	٠ ٦	PAS 04785384	02397396 -	M020027084-001-00001	NONE
20170	BRANCH	Z7 ARIZONA OFFICE		RI	ENEWAL EFF 06/01/2012



SUPPLEMENTAL DECLARATIONS PRECISION AMERICA **RETAIL PROGRAM**

COVERAGE PARTS) AND FORM OR ENCORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
COMBION U-Cl-D-180-A CN 8604	COMMON POLICY DECLARATIONS RETAINED MINIMUM PREMIUM Commercial Property & Commercial General Liability — \$100
	04/25/01/2

INSURED'S COPY PAGE 1 OF 1 04/26/2012 U-CL-D-101-A CW (06/04)

	488 T	POLICY NUMBER	ाट	PRODUCER MUMBER	AC .	ACCOUNT	NUMBER	AUDIT
9171	٥	PAS 04785384	<u> </u>	02397398		M020027084	-001-00001	NONE
	BRANC	7 ARTZONA I	PETCE				RE	NEWAL FFF 06/01/2012



PRECISION PORTFOLIO POLICY COMMERCIAL PROPERTY DECLARATIONS

PRECISION AMERICA RETAIL PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

For descriptions of premiums, see the attached buildings and personal property schedule.

Insurance at the described premises applies only for coverage for which a limit of insurance is shown. These may be found in this declarations and the attached schedules.

PRIMARY PROPERTY COVERAGES	DEDITOURTE	LIMITS
SCHEDIKED BUILDINGS	\$1,000	SEE SCHEDULE
AUTOMATIC BUILDING INCREASE	HONE	2.5% OF LIMITS
SCHEDULED PERSONAL PROPERTY	\$1,000	SEE SCHEDULE
PEAK SEASON PERSONAL PROPERTY INCREASE	NONE	50% OF LIMIT
ADDITIONAL COVERAGES ACCOUNTS RECEIVABLE®	S CHECUCTIERLE KONE	LIMITS \$25,000
ANTENNAE AND SATELLITES"	\$1,000	\$1,000
81 & EE - DEPENDENT PROPERTIES - 30 DAYS	HONE	ACTUAL LOSS SUSTAINED
BI & EE - NEWLY ACCUIRED PROPERTIES - 180 DAYS	HONE	\$250,000
LOSS OF BUSINESS INCOME (BI) AND EXTRA EXPENSE (EE) - 12 MOS	NONE	ACTUAL LOSS SUSTAINED
DEBRIS REMOVAL - EACH LOCATION	HOME	\$10,000
DEFERRED PAYMENTS	NONE	\$5,000
EDP EQUIPMENT AND MEDIA - BLANKET*	\$1,000	\$10,000
EMPLOYEE DISHOMESTY*	HONE	\$10,900
FINE ARTS - BLANKET'	\$1,000	\$10,800
FIRE DEPARTMENT SERVICE CHARGE	NONE	\$10,000
FIRE EXTINGUISHING EQUIPMENT RECHARGE	NONE	\$1,000
FORGERY OR ALTERATION*	KONE	\$10,000
FREE-STANDING FENCES & WALLS*	\$1,000	\$2,500

The limits for these coverages may be increased. Contact your agent.

COMMERCIAL PROPERTY

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	BALL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
20172	D	PAS 04785384		02397396		M020027084-001-00001	NONE
	BRANC	H Z7 ARIZONA C	FFICE			RE	NEWAL EFF 06/01/2012



PRECISION PORTFOLIO POLICY COMMERCIAL PROPERTY DECLARATIONS PRECISION AMERICA RETAIL PROGRAM

ADDITIONAL COVERAGES - Combined		
INSTALLATION*	\$1,000	\$2,500
INVENTORY AND APPRAISAL	HONE	\$5,000
LEASEHOLD INTEREST*	HOKE	\$10,000
LOCK AND KEY REPLACEMENT	NONE	\$1,000
MONEY & SECURITIES - INSIDE THE PREMISES/OUTSIDE THE PREMISES*	WORE	\$10,000/ \$2,500
MONEY ORDERS & COUNTERFEIT CURRENCY - \$1,000 MAX. EACH ITEM	HONE	\$5,000
MEWLY ACQUIRED OR CONSTRUCTED BUILDINGS - 180 DAYS	\$1,000	\$500,000
OFF-PREMISES POWER OR WATER FAILURE*	\$1,000	\$10,000
PATTERNS, DIES & MOLDS*	\$1,000	\$5,000
PERSONAL EFFECTS AND PERSONAL PROPERTY OF EMPLOYEES	\$1,000	\$2,500
PERSONAL PROPERTY AT NEWLY ACQUIRED OR CONST. BLDGS 180 DAYS	\$1,000	\$250,000
PERSONAL PROPERTY AT OTHER LOCATIONS (INCLUDING EXHIBITIONS)*	\$1,000	\$25,000
PERSONAL PROPERTY IN TRANSIT*	\$1,000	\$2,500
POLLUTION CLEAN-UP AND REMOVAL - EACH LOCATION	\$1,000	\$10,000
SALESPERSONS SAMPLES - \$2,500 MAX. EACH EMPLOYEE	\$1,000	\$10,000
SIGHS.	\$1,000	\$5,000
SPOILAGE*	\$1,000	\$5,000
TOOLS & EQUIPMENT INCLUDING COMMUNICATION DEVICES - BLANKET"	\$1,000	\$5,000
TREES, SHRUBS, PLANTS AND LAWIS - \$1,000 MAX. EACH ITEM	\$1,000	\$10,000
UNAUTHORIZED BUSINESS CARD USE - \$1,000 MAX. PER OCCURRENCE	NONE	\$5,000
VALUABLE PAPERS & RECORDS*	KONE	\$25,000

[•] The limits for these coverages may be increased. Contact your agent.

Mortgagees and Loss Payees are listed on the Commercial Property Supplemental Declarations by building.

COMMERCIAL PROPERTY

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PRECISION PORTFOLIO POLICY BUILDINGS AND PERSONAL PROPERTY SCHEDULE PRECISION AMERICA

PREMISES PRIMARY OCCUPANCY: SPORTING G000S	DB TOWNE CANS ON	LETTLE ROCK	A) 7222-521
INSURED'S INTEREST: ORNER CONSTRUCTION: MASONRY HON-COMBUST!	BLE	PROTECTION CLASS: (102
		DEDUCTIBLE	LIMIT
SCHEDULED BUILDINGS	REPLACEMENT COST	\$1,000	\$507,000
SCHEDULED PERSONAL PROPERTY	REPLACEMENT COST	\$1,000	\$303,200
FULL GLASS BREAKAGE		\$1,000	INCLUDED
BACK-UP OF SEVERS & DRAINS		\$1,000	\$25,000
EQUIPMENT BREAKDOWN		\$1,000	INCLUDED
BUILDING ORDINANCE OR LAW COVERAGE 'A'		NOKE	INCLUDED
BUILDING ORDINANCE OR LAW - COVERAGES '1	3' AND 'C' (BLANKET)	HONE	\$50,000
LIMITED COVERAGE FOR FUNGI, WET ROT, DRI	ROT AND BACTERIA		\$15,000

PROTECTIVE DEVICES CONDITION APPLIES TO:

COMMERCIAL PROPERTY

INSURED'S COPY

1; 0174	BRANC	H ARTZONA	nee 1ce	to the state of th	ENEMAL FEE OR/01/2012
0174	D	PAS 04785384	02397396	M020027084-001-00001	NONE
12	BALL	POLICY NUMBER	TG PRODUCER NUMBER	ACCOUNT NUMBER	ALDIT
10	ter transfer				



04/26/2012

PRECISION PORTFOLIO POLICY SUPPLEMENTAL DECLARATIONS PRECISION AMERICA

PROPERTY 951001	0499	BUILDING AND PERSO LOSS PAYEE: LOCATION #: 001 MICKEY SMITH 7023 RUTH ANN	BUILDING #: OC		
		LITTLE ROCK	AR 72203	LOAN #:	

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COMMERCIAL PROPERTY

355008 Ed. 3-00

	RET	POLIC	Y NUMBER	76	PRODUCER NUMBER	AC	ACCOUNT NUMBER	TIOUA
6 [D	PAS	04785384		02397396		M020027084-001-00001	NONE
	BRANC	H 27	ARIZONA O	FFICE			RE	NEWAL EFF 08/01/2012



PRECISION PORTFOLIO POLICY COMMERCIAL GENERAL LIABILITY DECLARATIONS PRECISION AMERICA RETAIL PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE	
Some of these coverages are sublimits or are subject to aggregate limits. Ref policy to determine how they apply.	er to your
GENERAL AGGREGATE	\$4,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$4,000,000
EACH OCCURRENCE	\$2,000,000
TEMANTS LEGAL LIABILITY	\$2,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY HIRED AND NON-OWNED AUTOMOBILE LIABILITY	\$2,000,000 \$1,000,000

COMMERCIAL GENERAL LIABILITY

952008 Ed. 3-00 INSURED'S COPY



PRECISION PORTFOLIO POLICY COMMERCIAL GENERAL LIABILITY DECLARATIONS (CONTINUED) PRECISION AMERICA RETAIL PROGRAM

ABSOLUTE ASBESTOS EXCLUSION VIOLATION OF COMBUNICATION OR INFORMATION LAW EXCLUSION — LIABILITY FUNGUS EXCLUSION

COMMERCIAL GENERAL LIABILITY

852008 E4, 3-00

INSURED'S COPY

| BILL | POLICY | NUMBER | TC | PRODUCER NUMBER | AC | ACCOUNT NUMBER | ALBIT |
| 10177 | D | PAS 04788384 | Q2397398 | M020027084-001-00001 | NONE |
| GRANCH | 27 | ARIZONA OFFICE | RENEWAL EFF 08/01/2012



PRECISION PORTFOLIO POLICY COMMERCIAL GENERAL LIABILITY SCHEDULE PRECISION AMERICA

	LOC #	CLASS CODE	LOCATION ADDRESS (IF APPLICABLE) CLASSIFICATION NAME	RATING ANNUAL BASIS EXPOSURE			
	01		708 TOWNE DANS DR LITTLE ROCK AR ZIP CODE: 72227-6214				
		59412	SPORTING GOODS	NOT APPLICABLE	INCLUDED		
		·					
-							
,	-						

COMMERCIAL GENERAL LIABILITY

oo INSURED'S COPY

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies provisions in the following:

20178

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", offense, claim or "suit", the Limits of Insurance under all the Coverage Forms or policies applicable to such "occurrence", offense, claim or "suit" shall not exceed the highest applicable Limits of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or affiliated company specifically to apply as excess insurance over this Coverage Form.

COMMERCIAL GENERAL LIABILITY CG 01 42 07 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Pursuant to Arkansas Code Section 23-79-155:

20179

- A. The definition of "occurrence" includes faulty workmanship; and
- B. The definition of "occurrence" required by this section of Arkansas law does not serve to limit or restrict the applicability of any exclusion for "bodity injury" or "property damage" under this Coverage Part.

#BILL POLICY NUMBER TO PRODUCER NUMBER AC ACCOUNT NUMBER ACOUNT NUMBER A



ZURICH

PRECISION PORTFOLIO POLICY FORMS AND ENDORSEMENTS APPLICABLE PRECISION AMERICA MARYLAND CASUALTY COMPANY

į	FORM NUMBER		PROP	ومن	AUTO		FORM OR ENDORSEMENT NAME
•	985008	0300	X				SUPPLEMENTAL DECLARATIONS
	985293	0207	X	x			ARKANSAS CHANGES-CARCELLATION AND KORRENEWAL
•	951016	0300	x				PROPERTY DECLARATION
٠	9\$1017	0601	x				BUILDING AND PERSONAL PROPERTY SCHEDULE
	9\$1001	0499	X				BUILDING AND PERSONAL PROPERTY COVERAGE FORM
	9\$1220	0701	x				EXCLUSION FOR SOFTWARE AND DATA-RELATED LOSSES
	952102	0601		X			ELECTRONIC DATA LIABILITY AMENDMENT ENDORSEMENT
	9\$1052	0499	x				PROPERTY CHANGES
	9\$1002	1092	X				CRIME COVERAGE FORM
	9\$1103	0302	x				CLASS AMENDATORY EMDORSEMENT
	CP0299	1185	x				CARCELLATION CHANGES
٠	952008	0300		X			CONMERCIAL GENERAL LIABILITY DECLARATIONS
•	952009	9300		X			COMMERCIAL GENERAL LIABILITY SCHEDULE
	952001	0499		X			COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	000062	1202		X			WAR LIABILITY EXCLUSION
- 1						L	

These forms are attached. Remaining forms were attached to a previous copy of the policy.

COMMON

935009 E4 3-00

INSURED'S COPY

BILL POLICY NUMBER IC PRODUCER NUMBER AC ACCOUNT NUMBER ALERT AC D PAS 04785384 02397398 M020027084-001-00001 NONE
BRANCH ARIZONA DFFICE RENEWAL EFF 06/01/2012



ZURICH

PRECISION PORTFOLIO POLICY FORMS AND ENDORSEMENTS APPLICABLE PRECISION AMERICA MARYLAND CASUALTY COMPANY

(CONTINUED)

-	FORM NUMBER		mee.	CG,	AUTO	FORM OR EMOORSEMENT NAME
	9\$2092	0499		X		PREMIUM AUDIT WAIVER
	9\$2345	0104		X		PERSONAL AND ADVERTISING INJURY REDEFINED
٠	CG0142	0711		X		ARKANSAS CHANGES
	952002	0196		X		HIRED AUTO AND HON-OWNED AUTO LIABILITY
	9S2324	0902		X		TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
	15153	0803	x	X		ABSOLUTE ASBESTOS EXCLUSION
	CG0057	0999		X		AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE
	U-GL-1171-A-CW	0703		X		FUNGI OR BACTERIA EXCLUSION ENDORSEMENT
	U-GL-1198-A-CV	0204		X		VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION
	951122	0110	X			LINITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA
	C02147	0798		X		EMPLOYMENT-RELATED PRACTICES EXCLUSION
	002644	1195		X		ARKANSAS CHANGES - NOMBINDING ARBITRATION
1						

^{*} These forms are attached. Remaining forms were attached to a previous copy of the policy.

COMMON

985009 E4 3-00

INSURED'S COPY

04/25/2012

	BAT	POLICY NUMBER	PRODUCER MUMBER	ACCOUNT MANBER	AUDIT PERIOD
	• 0	PAS 04785384	02387386	M020027084-001-00001	NONE
20182	BRANCH	Z7 ARIZONA OFFICE		RI	ENEWAL EFF 08/01/2012



FORMS AND ENDORSEMENTS APPLICABLE LIST MARYLAND CASUALTY COMPANY

	FORM NUMB	ER 🗀 🔠	FORM OR ENCORSEMENT NAME
	COMIMON		
*	V-GU-630-C	12-07	DISCLOSURE OF INFORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE
			ACT
*	U-GU-767-A CM	01-09	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
*	740275	05-02	RETAIL JACKET
*	9\$5217	12-09	POLICY COVER PAGE - MARYLAND CASUALTY COMPANY
	9\$5014	03-00	POLICY INDEX - PROPERTY AND LIABILITY COVERAGE PARTS
*	U-CL-D-100-A CW	06-04	COMMON POLICY DECLARATIONS
*	U-CL-D-101-A CH	06-04	SUPPLEMENTAL DECLARATIONS
	11.0017	11-98	COMMON POLICY CONDITIONS
	1L 01 99	09-08	ARKANSAS CHANGES - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
	IL 02 31	09-08	ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL
	IL 01 63	09-07	ARKANSAS CHANGES
	IL 60 21	89-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
			
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一			

*THESE FORMS ARE ATTACHED. REMAINING FORMS WERE ATTACHED TO A PREVIOUS COPY OF THE POLICY.

9C0010 Ed. 06-04

INSURED'S COPY



Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- · Foreign agents;
- · Front organizations;
- · Terrorists;
- · Terrorist organizations; and
- · Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

A. Disclosure of Premium

In accordance with the federal Terrorism Risk In-surance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from ter-rorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Pay-ment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- 1. to be an act of terrorism;
- 2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
- 3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
- to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

20165

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM



Insureds Name	Policy Number	Effective Date	Endorsement
METT-T	PAS 04785384	06/01/2012	Number
AARON FARMER			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act ("TRIA"). The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

- 1. to be an act of terrorism;
- to be a violent act or an act that is dangerous to human life, property or infrastructure;
- 3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
- 4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

ZURICH[®]

IMPORTANT POLICYHOLDER INFORMATION (Arkansas)

Inquiries concerning your policy should be directed to your insurance agent or to our "policyholder/customer service" unit. The name, address and telephone number of your agent, if one is involved, and the address of our "policyholder/customer service" unit are shown on the policy and/or in the material accompanying the policy. The telephone number for our "policyholder/customer service" unit is:

800-800-3907

If you require additional information you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904 Telephone: 1-800-852-5494

2009 Covered Trailer

Quality	ltem	Ca	ost	То	tai	
1	2009 Enclosed Trailer White (Lowes)	\$	3,200.00	\$	3,200.00	
2	Stalker D\$R2 radar	\$	1,900.00	\$	3,800.00	
2	Decauter HH Radar	\$	1,215.00	\$	2,430.00	
1	Decauter G2 radar	\$	1,800.00	\$	1,800.00	
5	apex Light bars (soundoff)	\$	1,023.87	\$	5,119.35	
300	Wire Connectors	\$	0.47	\$	141.00	
500	More wire Connectors	\$	0.33	\$	165.00	
1	Dewalt Drill Combo Set	\$	600.00	\$	600.00	
1	Vacume Dison Yellow	\$	329.99	\$	329.99	
1	Swamp Fan Port-a-cool 24"	\$	1,799.99	\$	1,799.99	
2	Gun show Display Stands	\$	400.00	\$	800.00	
1	Colored LED Display Sign for Shows	\$	1,300.00	\$	1,300.00	
4	Canvas 40 511 Bags Outbound	\$	240.00	\$	960.00	
1	POS System/ Quick books	\$	600.00	\$	600.00	
1	Datalogic Inventory Scanner 8300	\$	939.00	\$	939.00	
30	Surefire Lights Various Models			\$	3,961.00	
10	Wire Spools	\$	25.00	\$	250.00	
1	511 trade show kit		\$500.00	\$	500.00	Bag, Banners, table cloti
15	Acog (reproductions) Scopes Not original	\$	195.00	\$	2,925.00	
5	Sound off 380 MF Siren	\$	347.87	\$	1,739.35	
5	Sound Off Speaker	\$	105.00	\$	525.00	
				\$	33,884.68	
						Chinning tayor not incl

Shipping, taxes not incl

Incident # 2012-074571 501-918-3502 Officer Maurita Langley Ryan Pond 626-277-9183

